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Film Corporation, One America Productions, Inc.,
Todd Schulman, and Sacha Baron Cohen*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
MICHAEL PSENICKSKA,	:	
	:	
Plaintiff,	:	Case No.: 07 CIV 10972 (LAP)
	:	
-against-	:	
	:	
TWENTIETH CENTURY FOX FILM CORPORATION,	:	
ONE AMERICA PRODUCTIONS, INC.,	:	
TODD LEWIS, and	:	
SACHA BARON COHEN,	:	
	:	
Defendants.	:	
-----X	:	

**DECLARATION OF JOAN HANSEN IN SUPPORT
OF DEFENDANTS' MOTION TO DISMISS THE COMPLAINT**

I, **JOAN HANSEN**, declare as follows:

1. I am an Assistant Secretary of defendant One America Productions, Inc. ("One America"), and submit this declaration on behalf of defendants Twentieth Century Fox Film Corporation ("Fox"), One America, Todd Schulman ("Schulman") (incorrectly sued herein as "Todd Lewis"), and Sacha Baron Cohen ("Cohen") (collectively, "Defendants") in support of their Motion to Dismiss the Complaint pursuant to Rule 12(b)(6) of the Federal Rules of Civil

Procedure. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. Plaintiff's Complaint, which was filed on December 3, 2007, stems from Plaintiff's alleged inducement to appear in the film *Borat – Cultural Learnings of America for Make Benefit Glorious Nation of Kazakhstan* (the "Film") and his subsequent appearance in the Film.

3. On June 16, 2005, Plaintiff and One America entered into a six-paragraph release (the "Release"), whereby, in exchange for five hundred dollars (\$500), Plaintiff agreed to appear in the Film and to release various claims in connection with his appearance in the Film. (A true and correct copy of the Release and its cover page are annexed hereto as Exhibit "A").

4. As shown on the DVD of the Film (a true and correct copy of which is annexed hereto as Exhibit "B"), the Film tells the fictional story of Borat Sagdiyev ("Borat"), a Kazakh TV personality, who is dispatched to the United States to report on the American people.

5. Defendant Fox is a corporation incorporated under the laws of the State of Delaware, with its principal place of business in California.

6. Fox distributed the Film, which was first released in theaters in the United States on or about November 3, 2006, and was released on DVD in the United States on March 6, 2007.

7. Defendant One America, a California corporation with its principal place of business in California, produced the Film.

8. Defendant Cohen, a citizen of the United Kingdom and a resident of the State of California, played Borat in the Film.

9. Defendant Schulman is a citizen of the State of California and was employed by One America as the Field Coordinator for the Film.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct and that this Declaration was executed in Los Angeles, California on February 14, 2008.


JOAN HANSEN

EXHIBIT A

**To the Declaration of Joan Hansen
in Support of Defendants' Motion To Dismiss the Complaint**



One America Productions, Inc.

Dear Film Participant,

Thanks very much for your interest in appearing in our Film. We're glad that you want to appear in the Film to share your views or insights with the public. Attached is our standard legal consent agreement. You'll see it explains that in addition to the chance to appear in the Film, you will get an appearance fee of \$~~500~~ in return for your letting us have unrestricted rights to use your image and voice in our Film. As the agreement makes clear, you will be waiving all claims in relation to the Film.

Please read, sign and return the agreement. Thanks again for your cooperation.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Todd A.", followed by a long horizontal line extending to the right.

STANDARD CONSENT AGREEMENT

This is an agreement between One America Productions, Inc. (the "Producer") and the undersigned participant (the "Participant"). In exchange for the Producer's obligation to pay a participation fee in the amount of \$ 500 (receipt of which is acknowledged by the Participant) and the opportunity for the Participant to appear in a motion picture, the Participant agrees as follows:

1. The Participant agrees to be filmed and audiotaped by the Producer for a documentary-style film (the "Film"). It is understood that the Producer hopes to reach a young adult audience by using entertaining content and formats.
2. The Participant agrees that any rights that the Participant may have in the Film or the Participant's contribution to the Film are hereby assigned to the Producer, and that the Producer shall be exclusively entitled to use, or to assign or license to others the right to use, the Film and any recorded material that includes the Participant without restriction in any media throughout the universe in perpetuity and without liability to the Participant, and the Participant hereby grants any consents required for those purposes. The Participant also agrees to allow the Producer, and any of its assignees or licensees, to use the Participant's contribution, photograph, film footage, and biographical material in connection not only with the Film, but also in any advertising, marketing or publicity for the Film and in connection with any ancillary products associated with the Film.
3. The Participant understands that the Producer and its assignees or licensees are relying upon this consent agreement in spending time, money and effort on the Film and the Participant's participation in it, and that the consent agreement, for this and other reasons, shall be irrevocable.
4. The Participant specifically, but without limitation, waives, and agrees not to bring at any time in the future, any claims against the Producer, or against any of its assignees or licensees or anyone associated with the Film, that include assertions of (a) infringement of rights of publicity or misappropriation (such as any allegedly improper or unauthorized use of the Participant's name or likeness or image), (b) damages caused by "acts of God" (such as, but not limited to, injuries from natural disasters), (c) damages caused by acts of terrorism or war, (d) intrusion (such as any allegedly offensive behavior or questioning or any invasion of privacy), (e) false light (such as any allegedly false or misleading portrayal of the Participant), (f) infliction of emotional distress (whether allegedly intentional or negligent), (g) trespass (to property or person), (h) breach of any alleged contract (whether the alleged contract is verbal or in writing), (i) allegedly deceptive business or trade practices, (j) copyright or trademark infringement, (k) defamation (such as any allegedly false statements made on the Film), (l) violations of Section 43(a) of the Lanham Act (such as allegedly false or misleading statements or suggestions about the Participant in relation to the Film or the Film in relation to the Participant), (m) prima facie tort (such as alleged intentional harm to the Participant), (n) fraud (such as any alleged deception or surprise about the Film or this consent agreement), (o) breach of alleged moral rights, or (p) tortious or wrongful interference with any contracts or business of the Participant.
5. This is the entire agreement between the Participant and the Producer or anyone else in relation to the Film, and the Participant acknowledges that in entering into it, the Participant is not relying upon any promises or statements made by anyone about the nature of the Film or the identity of any other Participants or persons involved in the Film.
6. Although the Participant agrees not to bring any claim in connection with the Film or its production, if any claim nevertheless is made, the Participant agrees that any such claim must be brought before, and adjudicated by, only a competent court located in the State of New York and County of New York, under the laws of the State of New York.

AGREED AND ACCEPTED:

Michael E. Psenicska
[please sign above line and print name below]

One America Productions, Inc.

By: [Signature]

Dated: 06-13-05
[date to be filled in by Participant]

[please sign above line and print name below]

Name: Michael E Psenicska

Address: 9516 Perry Brook ct

Phone Number: 410-256-2350

Social Security Number: REDACTED

EXHIBIT B

**To the Declaration of Joan Hansen
in Support of Defendants' Motion To Dismiss the Complaint**

**(A true and correct copy of the Film on DVD
submitted in hard copy in Chambers)**

[Not Filed Electronically]